

**TRICO**  
Electric Cooperative, Inc.

NEW APPLICATION



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**RECEIVED**

A Touchstone Energy® Cooperative



**ORIGINAL**

2008 MAR -5 A 9 50

AZ CORP COMMISSION  
DOCKET CONTROL

March 4, 2008

Arizona Corporation Commission  
**DOCKETED**

MAR - 5 2008

Docket Control  
Arizona Corporation Commission  
1200 Washington Street  
Phoenix, Arizona 85007

DOCKETED BY	<i>mn</i>
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**RE: JOINT APPLICATION, BORDERLINE AGREEMENT  
TOWN OF MARANA I-10 AND TANGERINE ROAD INTERCHANGE  
TRAFFIC SIGNAL LIGHT**

**E-01461A-08-0130**

Dear Sir or Madam:

**E-01933A-08-0130**

Enclosed please find one original and 13 copies of the Joint Application and Borderline Agreement for Trico Electric Cooperative, Inc. to provide electric service to the Town of Marana, I-10 and Tangerine Road interchange traffic signal light.

If you have any questions, please give me a call at 744-2944 ex 1322.

Sincerely,

Chuck Wilcox  
Right of Way Coordinator

Encl

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BEFORE THE ARIZONA CORPORATION COMMISSION

2008 MAR -5 A 9:50

MIKE GLEASON  
Chairman  
KRISTIN K. MAYES  
Commissioner  
WILLIAM A. MUNDELL  
Commissioner  
JEFF HATCH-MILLER  
Commissioner  
GARY PIERCE  
Commissioner

AZ CORP COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE JOINT  
APPLICATION OF TRICO ELECTRIC  
COOPERATIVE, INC., AN ARIZONA  
NON PROFIT CORPORATION AND  
TUCSON ELECTRIC POWER COMPANY,  
AN ARIZONA CORPORATION FOR AN  
ORDER APPROVING A BORDERLINE  
AGREEMENT

DOCKET NO. E-01461A-08-0130

DOCKET NO. E-01933A-08-0130

JOINT APPLICATION

COME NOW TRICO ELECTRIC COOPERATIVE, INC., an Arizona nonprofit corporation ("TRICO") and TUCSON ELECTRIC POWER COMPANY, an Arizona corporation (TEP"), Joint Applicants herein, and allege to this Arizona Corporation Commission ("Commission") as follows in support of this Joint Application:

I.

TRICO is a public service corporation engaged in the distribution of electricity for the purpose of serving its customers located within a specifically designated service area in portions of Pima, Pinal and Santa Cruz Counties, Arizona, pursuant to certificates of convenience and necessity issued to Trico by the Arizona Corporation Commission ("TRICO's Service Area").

II.

TEP is a public service corporation engaged in the generation, transmission and distribution of electricity for the purpose of serving its customers located within a specifically designated service area in portions of Pima and Cochise Counties, Arizona, pursuant to certificates of convenience and necessity

1 issued by the Commission (TEP's Service Area").

2 III.

3 Town of Marana, an Arizona municipal corporation (the "TOWN"), has made application for  
4 electric service for the I-10 and Tangerine Road interchange traffic signal light as described in Exhibit  
5 "A" attached hereto to TRICO and TEP. The TOWN's traffic signal light is located within TEP's  
6 certificated territory. However, TRICO's facilities which can provide the requested single phase service  
7 to the traffic signal light is a distance of 40 feet and the cost of the line extension to the consumer  
8 pursuant to TRICO's applicable tariff is \$622.00. The nearest TEP's facilities that can provide the  
9 requested single-phase service are more than 650 feet to the traffic signal light and the cost of the line  
10 extension to the consumer pursuant to TEP's applicable tariff is approximately \$12,000.00.  
11 Accordingly, it is in the best interest of the TOWN that TRICO serve the traffic signal light until such  
12 time as TEP determines that it is economically feasible for TEP to serve the traffic signal light.

13 IV.

14 TRICO and TEP have entered into an agreement (the "Agreement"), attached hereto as Exhibit  
15 "B" in order that TRICO may provide electric service to the TOWN's traffic signal light. Pursuant to the  
16 Agreement, TEP reserves the right to provide electric service to the TOWN's traffic signal light when  
17 TEP determines that it is economically feasible to do so. In the event TEP determines to provide such  
18 service, TEP will compensate TRICO for any of TRICO's facilities, which could be used by TEP in  
19 providing service to the TOWN's traffic signal light. TRICO and TEP request that the Commission  
20 approve the Agreement.

21 V.

22 TRICO and TEP each provide public utility electric service in other areas of Pima County,  
23 Arizona, pursuant to certificates of convenience and necessity issued by this Commission, and each  
24 utility is qualified and able to provide satisfactory public utility electric service in the respective area.

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VI.

Applicants TRICO and TEP believe that the Agreement will be consistent with and promotes the public interest and will be in the best interest of the TOWN and will enable the TOWN to more efficiently and economically be provided electric service.

VII.

There is no existing line extension or other agreements pertaining to electric service to the area in where the TOWN's traffic signal light is located, nor are there any facilities, easements or rights-of-way to be transferred in the event the Agreement is approved.

VIII.

Notice of this Joint Application will be sent to the TOWN.

IX.

The corporate officers of applicants TRICO and TEP are the same as presently on file with the Commission.

X.

The financial statements of applicants TRICO and TEP are the same as presently on file in the Utilities Division of the Commission.

WHEREFORE, the Joint Applicants respectfully request the Commission to issue its order approving the Agreement.

RESPECTFULLY SUBMITTED this 26 day of February, 2008.

TRICO ELECTRIC COOPERATIVE, INC.,  
An Arizona nonprofit corporation

By Charles N. Emerson  
Charles N. Emerson  
Manager of Technical Service  
8600 West Tangerine Road  
P.O. Box 930  
Marana, Arizona 85653

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TUCSON ELECTRIC POWER COMPANY,  
An Arizona corporation

By David Couture

David Couture  
Director, Regulatory Affairs  
4350 East Irvington Road  
Post Office Box 711, Mail Stop OH 122  
Tucson, Arizona 85702

1  
2 Original and 13 copies of the  
3 foregoing mailed this 4<sup>TH</sup> day  
4 of MARCH, 2008, to:

5 Docket Control  
6 Arizona Corporation Commission  
7 1200 West Washington Street  
8 Phoenix, Arizona 85007

9 Copies of the foregoing mailed  
10 this 4<sup>TH</sup> day of MARCH,  
11 2008, to:

12 Christopher C. Kempley, Chief Counsel  
13 Legal Division  
14 Arizona Corporation Commission  
15 1200 West Washington Street  
16 Phoenix, Arizona 85007

17 Ernest G. Johnson, Director  
18 Utilities Division  
19 Arizona Corporation Commission  
20 1200 West Washington Street  
21 Phoenix, Arizona 85007

22 BY:  
23 Chuck Wilcox  
24 Right Of Way Coordinator  
25 Filing Joint Application for  
26 Trico Electric Cooperative, Inc.

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**EXHIBIT "A"**

THE SOUTHWEST QUARTER OF THE SOUTHWEST OF SECTION 31, TOWNSHIP 11 SOUTH,  
RANGE 12 EAST, GILA AND SALT RIVER AND MERIDIAN, PIMA COUNTY, ARIZONA.

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**EXHIBIT "B"**

**ELECTRIC SERVICE AUTHORIZATION AGREEMENT**

THIS ELECTRIC SERVICE AUTHORIZATION AGREEMENT (this "Agreement") is entered into this 28th day of FEBRUARY, 2008, by and between TRICO ELECTRIC COOPERATIVE, INC., an Arizona non profit corporation ("TRICO"), and TEP ELECTRIC POWER COMPANY, an Arizona corporation ("TEP").

**RECITALS:**

1. The real property described in Exhibit "A" attached hereto (the "Subject Area") is within the area of TEP's Certificates of Convenience and Necessity issued by the Arizona Corporation Commission ("Commission");
2. Town of Marana, an Arizona municipal corporation, ("Customer") has requested that electric service be provided to the Subject Area;
3. TEP has given Written Authorization whereby TRICO may temporarily service the Customer in the Subject Area; and
4. In TEP's opinion, because of current conditions, it is currently beneficial to the Customer for TEP to permit TRICO to temporarily provide electric service to the Customer's real property which TRICO is willing to provide as hereafter agreed.



1 **PROMISES AND CONVENANTS:**

2 NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of  
3 the following covenants, promises, and provisions, the receipt and sufficiency of which are hereby  
4 acknowledged, the parties hereto, for themselves, their agents, employees, successors and assigns, do  
5 hereby agree as follows:

- 6 5. TRICO is hereby authorized by TEP to enter the Subject Area, certificated to TEP, and construct  
7 and maintain electric service lines and facilities necessary to serve the Customer until such time  
8 as TEP notifies TRICO in writing of its intention to provide service.
- 9 6. Upon receiving written notice of TEP intention to serve the Customer, TRICO will sell to TEP  
10 and TEP will, subject to the provisions of paragraph 7 below, purchase all of TRICO's electric  
11 lines and facilities within the Subject Areas which are compatible with TEP electric system and  
12 which can be utilized by TEP at original cost, depreciated at the rate of 3.32% per year, and  
13 TRICO will discontinue providing electricity service in the Subject Area. Any remaining  
14 TRICO facilities that are not purchased by TEP will be removed from Subject Area by TRICO,  
15 at no cost to the Customer.
- 16 7. If the sale of TRICO's facilities to TEP is subject to prior approval by the Commission, TRICO  
17 will use its best efforts to obtain said sale approval.
- 18 8. Nothing in this Agreement precludes TEP from serving within the Subject Area with TEP  
19 facilities.
- 20 9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their  
21 respective successors in interest and assigns, whether arising voluntarily or by operation of law.
- 22 10. This Agreement shall become effective when approved by the Commission.

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first  
2 above written.

3 TUCSON ELECTRIC POWER COMPANY,  
4 an Arizona corporation

5 By David Couture  
6 Its Director of Regulatory Affairs

TRICO ELECTRIC COOPERATIVE,  
INC., an Arizona nonprofit corporation

By Charles N. Emerson  
Its Manager of Technical Service

7  
8 STATE OF ARIZONA )  
9 ) ss.  
COUNTY OF PIMA )

10 The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Feb., 2008,  
11 by David Couture, Director of Regulatory Affairs of TUCSON ELECTRIC POWER COMPANY, an  
12 Arizona corporation, on behalf of the corporation.



13 OFFICIAL SEAL  
DIANA K. DURAKO  
Notary Public - State of Arizona  
PIMA COUNTY  
My Comm. Expires Sept. 23, 2010

14 Diana K. Durako  
Notary Public

15 My Commission Expires:

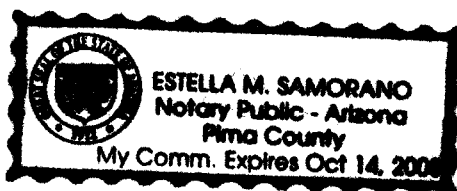
16  
17 STATE OF ARIZONA )  
18 ) ss.  
COUNTY OF PIMA )

19 The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 2008,  
20 by Charles N. Emerson, Manager of Technical Service of TRICO ELECTRIC COOPERATIVE,  
21 INC., an Arizona nonprofit corporation, on behalf of the corporation.

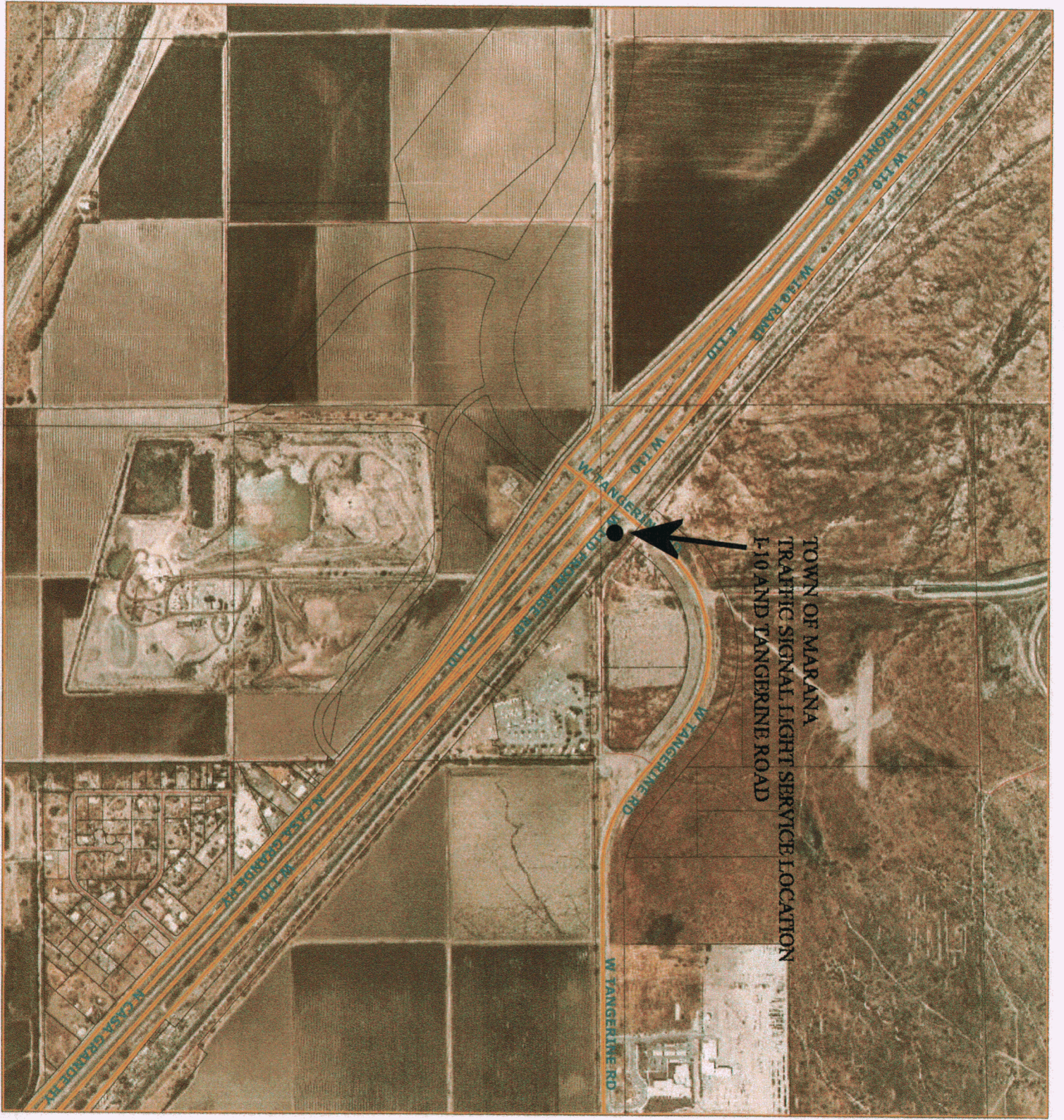
22 Estella M. Samorano  
23 Notary Public

24 My Commission Expires:

25 OCTOBER 14, 2008









**ELECTRIC RATES****TRICO ELECTRIC COOPERATIVE, INC.**

8600 W. Tangerine Road

Marana, Arizona 85653

Filed by: Marvin Athey

Title: CEO/General Manager

Effective Date: September 1, 2005

**STANDARD OFFER TARIFF****GENERAL SERVICE****SCHEDULE GS-1****GENERAL SERVICE LESS THAN 10 KW****Availability**

In the Cooperative's Certificated Area where its facilities are of adequate capacity and the required phase and suitable voltage are in existence and are adjacent to the premises served.

**Application**

The General Service Less Than 10 kW Rate (GS-1) is applicable for single and three phase service for more than one residence from a single metering point, Commercial, Business, Professional, and various size Industrial loads less than 10 kW. All service shall be delivered at a single service location. The Cooperative reserves the right to meter in the most practical manner, either primary or secondary voltage.

**Type of Service**

The type of service available under this schedule will be determined by the Cooperative and will normally be:

120/240 volt single phase, 120/208 volt three phase, or 277/480 volt three phase

**Monthly Rate**

STANDARD RATE	Power Supply	Distribution Charges					Total Rate
		Metering	Meter Reading	Billing	Access	Total	
Customer Charge (\$/Customer/Mo)							
Single Phase		\$4.90	\$1.13	\$4.37	\$4.60	\$15.00	\$15.00
Three Phase		\$4.90	\$1.13	\$4.37	\$12.60	\$23.00	\$23.00
Energy Charge (\$/kWh)	\$0.06344				\$0.04194	\$0.04194	\$0.10538

APPROVED FOR FILING  
DECISION # 68073

**GENERAL SERVICE  
SCHEDULE GS-1  
GENERAL SERVICE LESS THAN 10 KW**

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**Minimum Monthly Charge**

The greater of the following:

1. The Customer Charge;
2. \$1.00 per kVA of required transformer capacity;
3. The amount specified in the written contract between the Cooperative and the customer

**Tax Adjustment**

To the charge computed in this rate schedule, including all adjustments, shall be added the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of the Cooperative and/or the price or revenue from the electric energy or service sold and/or the volume of energy purchased for sale and/or sold hereunder.

**Wholesale Power Cost Adjustment**

The Cooperative shall, if purchased power cost is increased or decreased above or below the base purchased power cost of \$0.06268 per kWh sold, flow through such increases or decreases to all classes of customers.

In addition to the foregoing, all kWh sold to each customer under this rate schedule shall be subject to an additional temporary wholesale power cost adjustment, if any, that may be charged the Cooperative by its supplier of electricity which consists of an additional surcharge, a temporary credit and/or a fuel bank surcharge.

**Rules and Regulations**

The Rules and Regulations and Line Extension Policies of the Cooperative as on file with the Arizona Corporation Commission shall apply to this rate schedule.

Upon application for service or upon request, the Cooperative will assist the customer in selecting the rate schedule best suited to his requirements, but the Cooperative does not guarantee the customer will be served under the most favorable rate schedule. Upon written notification of any material changes in the customer's installation, load conditions or use of service, the Cooperative will assist in determining if a change in rates is desirable. No more than one (1) such change at the customer's request will be made within any twelve (12) month period.

**Contract**

If service is requested in the Cooperative's Certificated Area and the provisions outlined in the Availability Clause of this rate tariff cannot be met, it will be necessary for the Cooperative and customer to mutually agree, in a written contract, on the conditions under which service will be made available.

**Service Availability Charge**

A Service Availability Charge to be paid by the customer to the Cooperative may be included in the contract to reimburse the Cooperative for its operating expenses with regard to idle or standby services in connection with the facilities constructed or installed pursuant to the contract based upon the Cooperative's estimate of its actual operating costs for such idle or standby services.

**GENERAL SERVICE  
SCHEDULE GS-1  
GENERAL SERVICE LESS THAN 10 KW**

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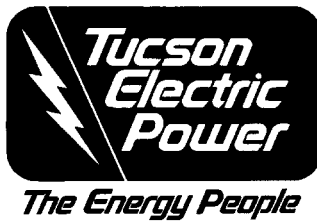
**Environmental Portfolio Standard (EPS) Charge**

The Cooperative shall add to its bill an EPS charge in accordance with the approved EPS tariff to help offset the costs associated with TRICO programs designed to promote alternative generation requirements that satisfy the Environmental Portfolio Standard as approved by the Arizona Corporation Commission. Other charges may be applicable subject to approval by the Arizona Corporation Commission.

**Demand Side Management (DSM) Programs; DSM Adjustment Mechanism**

The Cooperative shall recover its cost for pre-approved DSM programs through a separate DSM adjustment mechanism which shall provide for a separate and specific accounting for pre-approved DSM costs.

APPROVED FOR FILING  
DECISION # 68073



## Pricing Plan PS-41 Traffic Signal and Street Lighting Service

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### AVAILABILITY

Available for service to the State, a county, city, town, political subdivision, improvement district, or a responsible person or persons for unincorporated communities for Traffic Signal and Street Lighting purposes where the facilities of the Company are of adequate capacity and are adjacent to the premises.

### APPLICABILITY

Applicable to Customer owned and maintained traffic signals and public street and highway lighting.

Not applicable to resale, breakdown, standby, or auxiliary service.

### CHARACTER OF SERVICE

Single or three phase, 60 Hertz, and at one standard nominal voltage as mutually agreed and subject to availability at point of delivery approved by the Company.

### RATE

A monthly net bill at the following rate plus any adjustments incorporated in this rate schedule:

All kWh @ \$0.067861 per kWh

### TAX CLAUSE

To the charges computed under the above rate, including any adjustments, shall be added the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of the Company and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

### RULES AND REGULATIONS

The standard Rules and Regulations of the Company as on file from time to time with the Arizona Corporation Commission shall apply where not inconsistent with this rate schedule.

The Company may require a written contract.

Where the Customer's utilization equipment is operated on a fixed schedule and can be readily and efficiently inspected by the Company to verify its demand and/or kWh usage, the Company may supply unmetered service under this Rate Schedule upon the basis of the demand and/or kWh usage determined by the Company. The Company reserves the right at any time to meter service previously supplied on an unmetered basis. The Customer will be responsible for notifying the Company of any changes being made in the equipment connected to the system. The determined demand and/or kWh usage will be adjusted as equipment is changed.

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Filed By: Steven J. Glaser  
Title: Vice President, Rates and Regulatory Support  
District: Entire Electric Service Area

Tariff No.: PS-41  
Effective: July 1, 2000  
Page No.: 1 of 1